

# TERMS AND CONDITIONS OF ZURICH CONVENTION CENTER LTD.

## 1. SCOPE/COMPONENTS

The following General Terms and Conditions apply to all services provided by Zurich Convention Center Ltd. within the framework of a valid agreement between you and Zurich Convention Center Ltd. The General Terms and Conditions published on the website kongresshaus.ch at the time the contract is concluded shall apply. The General Terms and Conditions shall also apply to the services provided by Zurich Convention Center Ltd. at the LUX am See Restaurant & Bar (hereinafter 'Restaurant LUX') and the Tonhalle.

These General Terms and Conditions constitute an integral part of the agreement and supplement it. In the event of contradictions, the contractual agreement shall have precedence over the provisions of these General Terms and Conditions. In any event, these General Terms and Conditions and the contractual agreement shall take precedence over any general terms and conditions that the Lessee may wish to attach to the agreement.

Zurich Convention Center Ltd.'s building and user rules are to be observed by all users. Zurich Convention Center Ltd. provides an organiser's handbook, which is part of the agreement. The Lessee must ensure that the handbook is known to the relevant persons and that the applicable guidelines are complied with.

## 2. RESERVATION OF WRITTEN FORM

All agreements with Zurich Convention Center Ltd. must be in written form in order to be valid. Changes and/or addenda to the agreement can also be agreed by e-mail.

## 3. LIABILITY/CONCLUSION OF AGREEMENT

Zurich Convention Center Ltd. may cancel an event in the case of serious political or economic developments, mandatory official orders, good cause that renders the continuation of the contractual relationship unreasonable for Zurich Convention Center Ltd., in cases of force majeure, or in the event of non-payment or failure to sign the agreement by the start of the event (first day of set-up). Zurich Convention Center Ltd. shall not be liable in these cases. Payments already made will be refunded. Payments already made will be refunded, less our costs.

## 4. TERMS OF PAYMENT

### 4.1 Prices

All prices are quoted in Swiss francs (CHF) excluding value-added tax. The statutory value-added-tax will be stated separately.

### 4.2 Payment deadlines

Unless otherwise agreed, the invoices of Zurich Convention Center Ltd. are to be paid within 30 days of the invoice date.

If this deadline is not met, the Lessee shall be in default and Zurich Convention Center Ltd. may charge a reminder fee of 5% of the invoice amount.

### **4.3 Charging**

No reduction will be granted for payment of the invoice within the time limit. Invoices are generally not issued to third parties.

## **5. CANCELLATION CONDITIONS**

If the event is cancelled after the agreement has been signed by the Lessee, the following services (room rental excluding additional catering or other services) will be charged for depending on the date of cancellation:

### **For booked room rentals up to CHF 100'000 in total**

- Up to 360 days before event: 25% of room rental
- Up to 180 days before event: 50% of room rental
- Up to 90 days before event: 80% of room rental
- Less than 90 days before the event:  
100% of the room rental

### **For booked room rentals upwards of CHF 100'000 in total**

- Up to 540 days before event: 25% of room rental
- Up to 360 days before event: 50% of room rental
- Up to 180 days before event: 80% of room rental
- Less than 180 days before the event:  
100% of the room rental

Cancellation of the booking must be confirmed in writing by Zurich Convention Center Ltd. In addition to the fee for the room rental, any costs for all services provided by Zurich Convention Center Ltd. itself and ordered from third parties on behalf of the customer shall be due in full at all times if the booking is cancelled.

## **6. ACCESS RIGHTS/RIGHT OF INSTRUCTION**

The responsible persons of Zurich Convention Center Ltd. must be granted access to the rented premises at all times so that inspections regarding compliance with safety regulations etc. can be carried out. Zurich Convention Center Ltd. is entitled to issue and enforce instructions to anyone.

## **7. LIABILITY FOR THIRD-PARTY DAMAGE/INSURANCE**

The Lessee shall be fully liable for damage caused by its employees, auxiliary persons, third parties (visitors, exhibitors, drivers, booth construction companies etc.) and other contractual parties of the Lessee.

Prior to the start of the event, the rooms will be handed over to the Lessee. This handover will be recorded. Any damage to the premises, furniture and any equipment must be reported immediately. Upon return of the rental object, all damages incurred shall be recorded in a jointly prepared record. This must be signed by both parties and forms the basis for claims for damages on the part of Zurich Convention Center Ltd. If a customer fails to turn up for return or does not consider it necessary, any damage caused and the return report shall automatically be deemed to have been accepted.

Claims for damages will be charged to the Lessee in the form of lump sums. The processing fees per claim is a minimum of CHF 200.00 up to 5% of the claim amount.

Zurich Convention Center Ltd. declines all liability for incidents during the event (damage to property, personal injury, theft, etc.). In particular, it shall not be liable for damage of any kind to or loss of exhibition items and furnishings and personal belongings of users and visitors.

Insurance of any kind is the responsibility of the Lessee. By signing the rental agreement, the Lessee expressly confirms that they have adequate insurance cover (at least CHF 5 million).

## **8. EXCLUSION/EXPLUSION**

Should unlawful goods be presented, unlawful publications be made or otherwise unlawful acts be carried out in the rented premises, Zurich Convention Center Ltd. reserves the right to remove or expel such goods and their representatives from the premises of the Zurich Convention Center at the expense of the Lessee. Zurich Convention Center Ltd. accepts no liability whatsoever for any claims for damages brought by third parties against the Lessee.

## **9. COMPLAINTS**

If the Lessee believes that the services of Zurich Convention Center Ltd. do not correspond to the contractual agreements, the Lessee must report this immediately and in any case during the event. Complaints made more than 48 hours after the end of the event will not give rise to any claims for liability.

## **10. SPECIAL TERMS AND CONDITIONS FOR RESTAURANT LUX**

### **10.1 Furniture**

The restaurant's existing furniture (including the terrace) must be used and left in good order. Any changes to the restaurant set-up must be assessed in advance and the concept approved by Zurich Convention Center Ltd. Any clearance and storage of furniture will incur additional costs to be borne by the organiser.

The deployment of personnel required for clearing/removing or rearranging and storing the furniture will be charged according to time and effort. With an Exclusive package, the terrace is included.

### **10.2 Music/sound system**

Sound systems may be used on the terrace in accordance with the city of Zurich's event guidelines (AS 551.280). The music concept must be approved in writing by Restaurant LUX and must not interfere with other events at the Convention Center.

The quiet hours begin at 11.00 pm in summer and at 10.00 pm in winter. Officially approved later starts of the quiet hours (e.g. Mediterranean nights) constitute an exception.

Extended opening hours require a special permit.

### **10.3 Night-time supplements**

If the venue closing time is extended beyond midnight, a 50% surcharge on the employees' night-time supplements will apply.

### **10.4 Capacities**

The restaurant area can seat up to 90 people, or accommodate up to 180 people at a flying buffet.

### **10.5 Lease terms**

Deliveries, set-up and disassembly on the part of the organiser must take place within the specified lease term for the respective rooms.

### **10.6 Terms of payment**

50% of the minimum spend: 90 days before the event

50% of the minimum spend: 30 days before the event

Any changes to the payment terms are subject to the approval of Zurich Convention Center Ltd., which is entitled to withdraw from the contract should payments not be made on time.

### **10.7 Cancellation conditions**

Up to 90 days before the event: free of charge

Up to 60 days before the event: 50% of the minimum spend

Less than 30 days before the event: 100% of the minimum spend

## **11. SECURITY AND SAFETY**

### **11.1 Safety at work**

The Lessee shall ensure the safety of its employees, auxiliary persons and contractors within the scope of the applicable accident prevention regulations.

### **11.2 Keep escape routes clear**

Hallways, passages and entrances to exits and emergency exits shall not be obstructed or used for additional chairs.

No decoration may be placed in the corridors, staircases and all escape routes. In particular, exits, extinguishing equipment, fire alarm and sprinkler systems, escape signs and safety lighting must not be covered or closed by decoration. All exits must be kept clear. Vehicles parked illegally may be towed away at the owner's expense and reported to the authorities.

Reported fire protection deficiencies must be remedied immediately in accordance with the instructions of Zurich Convention Center Ltd. or the authorities. Any costs incurred shall be borne by the Lessee.

### **11.3 Maximum occupancy**

Too many people in a room pose a risk to safety. The maximum permitted number of persons in the rooms or parts of rooms must not be exceeded. The Lessee must take appropriate measures to control the number of people. If Zurich Convention Center Ltd. determines that there are too many people on the premises, it may, after notifying the organiser, take appropriate measures (suspending admission, partial or full evacuation), the costs of which will be charged according to time and effort.

No furniture may be set out in addition to the approved plans.

If persons in wheelchairs take part in the event, the approved seating must be reduced by the number of wheelchairs. The wheelchairs must be placed in the places provided for them. Persons accompanying wheelchair users must also purchase tickets or the number of tickets on sale will be reduced by the number of accom-

panying persons. Wheelchairs and walking aids must not be placed in the escape routes and corridors.

#### **11.4 Fire protection, pyrotechnics, decoration**

There is a strict ban on smoking throughout the building. Open fire, handling flammable liquids or gases and the like is strictly forbidden throughout the building.

Exceptions require a special permit from the Zurich Fire Department in all cases. This must be obtained by the Lessee in good time and handed over to Zurich Convention Center Ltd. at least 4 weeks before the event.

The pyrotechnical equipment must be inspected by the fire department in good time before the event. All legal and fire department regulations apply to the use of decoration.

The general fire department regulations of the city of Zurich must always be observed. [https://www.stadt-zuerich.ch/pd/de/index/schutz\\_u\\_rettung\\_zuerich/feuerpolizei/veranstaltungsauflagen.html](https://www.stadt-zuerich.ch/pd/de/index/schutz_u_rettung_zuerich/feuerpolizei/veranstaltungsauflagen.html)

#### **11.5 Fire department**

For on-stage and large events, the involvement of the fire department of the city of Zurich may be necessary. The Lessee is responsible for calling them in and must bear the associated costs. If the Lessee fails to do so, Zurich Convention Center Ltd. will engage the fire department of the city of Zurich Fire Service at the Lessee's expense.

#### **11.6 Fog and mist**

The Lessee is obliged to notify Zurich Convention Center Ltd. of the use of artificially generated fog at least 4 weeks in advance. The conditions for the use of fog and mist set out in the organiser's handbook of Zurich Convention Center Ltd. must be strictly adhered to.

#### **11.7 Lasers and other non-ionising radiation**

Their use is subject to approval. With regard to the use of lasers and non-ionising radiation, all legal and fire department regulations of the city of Zurich apply. <https://www.stadt-zuerich.ch/de/stadtleben/veranstaltungen-und-bewilligungen/laerschutz/schall-laserstrahlung.html>.

#### **11.8 Noise regulations**

The Lessee undertakes to comply with the legal rules and regulations and to release Zurich Convention Center Ltd. from any liability. The regulations of the city of Zurich also apply: <https://www.stadt-zuerich.ch/de/stadtleben/veranstaltungen-und-bewilligungen/laerschutz/schall-laserstrahlung.html>

If necessary, the Lessee shall provide visitors with sufficient hearing protection at its own expense and, at the

request of Zurich Convention Center Ltd., provide proof of the course of the sound exposure during the event.

#### **11.9 Medical service**

The appropriate specialist personnel provided by a partner of Zurich Convention Center Ltd. are subject to a fee and generally booked by Zurich Convention Center Ltd. The on-site first-aid room is available free of charge. For events with 500 or more people, two paramedics must be on duty. The costs will be charged to the Lessee.

#### **11.10 Security personnel**

Required security personnel provided by a partner of Zurich Convention Center Ltd. are subject to a fee and generally booked by Zurich Convention Center Ltd. For events with 500 or more people, security personnel must be on duty. The costs will be charged to the Lessee. The number of security personnel is determined by Zurich Convention Center Ltd. according to the event.

For events with 500 or more people, the organiser must submit a security plan to Zurich Convention Center Ltd. for approval no later than 30 days before the event.

If the Lessee provides its own security personnel, it must provide evidence, no later than 30 days before the event begins, that the security firm used and its officers hold the necessary licences and have undergone the required training. Failing this, Zurich Convention Center Ltd. may refuse to use a security firm and instead employ its own security personnel at the Lessee's expense.

At events involving children (including school trips), the children must be looked after and supervised by their parents, carers or teachers. You are liable to Zurich Convention Center Ltd. for any damage caused by children at Zurich Convention Center Ltd. Organisers are particularly advised of the risk of unsupervised children falling and are contractually obliged to provide sufficient supervisory staff for them.

## **12. OFFICIAL PERMITS**

All official special permits from the city of Zurich must be obtained by the Lessee in its own name. It is responsible for compliance with legal and police regulations. <https://www.stadt-zuerich.ch/de/stadtleben/veranstaltungen-und-bewilligungen/veranstaltungen.html>

Copies of the permits must be submitted to Zurich Convention Center Ltd. at least 30 days before the event. Should claims be made against Zurich Convention Center Ltd. by the authorities due to violation of legal regul-

ations and/or due to failure to obtain a permit, the Lessee must indemnify Zurich Convention Center Ltd. in full.

### **13. USE OF STAGES AND SIDE ROOMS**

Stages and side rooms may only be used in the presence of the Zurich Convention Center Ltd. personnel responsible for them and those of the authorised partner. Only the responsible Zurich Convention Center Ltd. personnel are authorised to operate the stage equipment. The instructions must be followed. Zurich Convention Center Ltd. declines all liability for accidents and damages that occur as a result of non-compliance with these regulations.

### **14. THIRD-PARTY TECHNOLOGY AND EXTERNAL COMPANIES**

External companies must generally be approved by Zurich Convention Center Ltd. The Lessee must ensure that the external companies adhere to all the requirements of Zurich Convention Center Ltd.

The use of the building's own facilities and equipment, e.g. lifts, connections to power lines and pipelines, hoists and means of transportation by external companies must be approved by Zurich Convention Center Ltd.

Access to the roof and suspended ceilings is only possible when accompanied by personnel from Zurich Convention Center Ltd.'s authorised partner.

### **15. RIGGING AND SUSPENSION POINTS**

The generally applicable safety and technical regulations apply to rigging at the Convention Center. Rigging work may only be carried out by VENON Projects AG. Should any damage be caused to persons or property as a result of failure to comply with these regulations, the Lessee shall be liable for this.

Predefined suspension points above the event areas may only be used with the approval of VENON Projects AG. Written proof must be provided regarding the intended load. This must not be exceeded under any circumstances.

### **16. HOSPITALITY/CATERING**

The installation of food and drink stands of any kind is prohibited throughout the building and is reserved for Zurich Convention Center Ltd. Food and beverages won

in a raffle, brought in or distributed free of charge may also not be consumed on the premises of the Zurich Convention Center.

Catering services provided by external companies are only possible in exceptional cases (special diets or types of preparation) and always require written permission from Zurich Convention Center Ltd. These services can only be provided by selected partners of Zurich Convention Center Ltd.

Zurich Convention Center Ltd. determines the number of personnel required based on the scope, size and complexity of the event.

Catering prices generally include the usual personnel costs and the relevant infrastructure. Extra staff hours are charged additionally for catering options requiring more staff than usual, e.g. individual bills, service à la cloche or special themes.

### **17. ADVERTISING**

Posters, floor stickers etc. may only be placed in the places designated for them, subject to a fee and with the permission of Zurich Convention Center Ltd. Any damage caused by glue or adhesive tape must be paid for by the Lessee.

### **18. USE OF THE ZURICH CONVENTION CENTER NAME AND LOGO**

The name and logo of the Zurich Convention Center or Zurich Convention Center Ltd. are protected trademarks and may not be used by the Lessee without the written consent of Zurich Convention Center Ltd. (for example, on flyers, invitations, handouts, websites, etc.). A draft of the intended use of the logo must be submitted to Zurich Convention Center Ltd. in good time for approval. Zurich Convention Center Ltd. has a say in the graphic design.

### **19. DATA PROTECTION NOTICE**

The data provided by the Lessee is recorded electronically and stored in the database of Zurich Convention Center Ltd. It is used for the fulfilment of the agreement as well as for analysis, information and advertising purposes. The data will not be used for any other purpose, and will in particular not be passed on to third parties. Exceptions to this rule are the forwarding to the service providers working for Zurich Convention Center Ltd.

## **20. PHOTOGRAPHS, VIDEOS AND SOUND RECORDINGS**

Zurich Convention Center Ltd. reserves the right to take photographs, videos and sound recordings of the event and to use them on the Zurich Convention Center Ltd. website or for its own advertising purposes. If you do not agree to this, please inform us in writing up to 7 days in advance of your event.

The Lessee acknowledges this and will inform its guests that a CCTV system is in operation within the premises of the Zurich Convention Center.

## **21. PUBLIC EVENTS IN THE KONGRESSAAL**

The Lessee is free to choose the ticketing service provider. When choosing the ticketing service provider Ticketcorner.ch (partner of Zurich Convention Center Ltd.), the Lessee benefits from simplified processes, special services and favourable conditions.

Before advance ticket sales begin, the seating plan, including possible allocated standing room, as well as the ticketing layout must be submitted to Zurich Convention Center Ltd. for inspection and approval. Ten adjacent seats in the central gallery must be kept free for Zurich Convention Center Ltd. The corresponding tickets must be made available to Zurich Convention Center Ltd. free of charge at least 30 days before the event. Zurich Convention Center Ltd. has the right to offer ticket packages (e.g. tickets including catering services) for a maximum of 10% of all tickets in the desired ticket category.

Security and admission control personnel are determined by Zurich Convention Center Ltd. based on the type of event and must be obtained through Zurich Convention Center Ltd. Please note that checking personalised tickets will result in an increased workload and possibly longer admission times. Zurich Convention Center Ltd. has the right to obtain visitor numbers (number of all tickets including ticket packages, free tickets, etc.) directly from the relevant ticketing service provider.

## **22. FINAL PROVISIONS**

By entering into an agreement with Zurich Convention Center Ltd., for which the Lessee has received the General Terms and Conditions before signing, the Lessee shall also be responsible for ensuring that the General Terms and Conditions are also noted and complied with by its employees, auxiliary persons and contractors.

Agreements deviating from the General Terms and Conditions must be made in writing in order to be valid. The organiser's general terms and conditions or any other contractual terms and conditions are hereby expressly excluded and shall apply only if they are explicitly accepted in writing by Zurich Convention Center Ltd.

Should these provisions be partially invalid or unenforceable, this shall not affect the legal validity of the other provisions. In this case, the invalid provision shall be replaced by a legally valid provision whose content most closely represents the intention of the original provision.

The exclusive place of jurisdiction is Zurich (location of the rental object). Swiss law applies.

For questions of interpretation, the German version shall take precedence over any translations.

Zurich, 01 May 2026

(This version supersedes all previous versions)

## CONTACT US

**Zurich Convention Center Ltd.  
Kongresshaus Zürich AG**  
Gotthardstrasse 5  
8002 Zurich  
Switzerland

**[SALES@KONGRESSHAUS.CH](mailto:SALES@KONGRESSHAUS.CH)**

**T. +41 44 206 36 20**



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